

## **The Learning Practitioners' Association. COMPLAINTS' PROCESSES**

### **1. INTRODUCTION**

- 1.1. This paper outlines the processes by which complaints may be made against;
  - (1) the Association (The Learning Practitioners' Association) and
  - (2) members of the Association.
  
- 1.2. The paper is intended to facilitate discussion and agreement by the Board of the Association. It is in the following 7 sections:
  - (2) The Types of Complaints;
  - (3) The Code of Conduct;
  - (4) Making a Complaint against the Association;
  - (4) Making a Complaint against a Member;
  - (5) The Association's actions on receipt of a Complaint;
  - (6) Awards that may be made by or on behalf of the Association,
  - (7) The Appeal Process, and
  - (8) An annual report by the ombudsman.

### **2. THE TYPES OF COMPLAINTS**

- 2.1 At the dual risk of stating the obvious and of oversimplification, lawful complaints must be made about something done or not done by a person and not against a person. What was done or not done must be based on
  - (a) reasonable expectation or
  - (b) unreasonable performance - that is,
    - (a) what one party expected of another and the other agreed to do, or
    - (b) failed to provide .

Such expectations and agreements are, of course, far better written and signed than verbal, but verbal contracts are lawful. All contracts require 'consideration' (usually taken to mean money, but that is not essential), an intention to enter into legally binding arrangements and must have a lawful purpose.

- 2.2 In these respects, the Association's position is quite complicated. This is because:
- (1) it deals (i.e., has contractual relations) with paying members,
  - (2) it regulates all members,
  - (3) it endorses the quality of some members (CLPs),
  - (4) it deals with suppliers,
  - (5) it also deals with (albeit as a portal) the users of learning and development services, and so
  - (6) has some relationship with corporate staff and members of the public.

The reason for this latter aspect is that as a trade body and quasi or putative professional organisation, the Association has set itself up 'to promote integrity, competence and high standards in the provision of services by the Company's members'<sup>1</sup>, a matter which is arguably of interest to the public. Such public interest, however, does allow the Association to apply for membership of the British & Irish Ombudsman Association ([www.bioa.org.uk](http://www.bioa.org.uk)), which will in turn enhance the Association's status still further. Even more importantly, such a public interest necessitates that the Association defines carefully a complaints process that reduces potential liability falling on the Association while simultaneously meeting its objects.

- 2.3 The remainder of this section outlines the various types of complaints that might be made by the several parties affected by the Association as a trade association.

2.4 Complaints against the Association.

The great majority of complaints against the Association per se will accrue as a result of contractual relations of one sort or another between the Association and others: that is, they will not relate directly to the code required of members. The Association has a contractual relationship with its members and also with the various suppliers selected to be sponsors of the Association. In addition, while the Association does not have any contractual relationship or dealings with the purchasers of training or delegates receiving training (as all such contracts are between the Association members and purchasers), the provision of CLP status does allow the inference of a route to complain about the quality of the services provided by such experts. There are, thus, 3 distinct types of complaints that may be made against the Association. These are:

2.4.1 By members about the Association: these might include

- (1) appeals concerning discipline under the Code,
- (2) appeals concerning the rejection of CLP status,
- (3) appeals concerning refusal to increased membership status (e.g., associate, through member to fellow),
- (4) complaints about the services provided by the Association (fees, web-site access, profiles, usefulness and cost-benefits of sponsors and other suppliers recommended by the Association, governance, management of services, etc).

---

<sup>1</sup> TB's Memorandum and Articles - Objects: 3.4.

2.4.2 By suppliers to the Association ('sponsors'): complaints that the arrangements by which such have been appointed did not meet the expectations of the sponsoring supplier.

2.4.3 By purchasers of training: complaints that CLP accredited members did not provide the quality level of service required and reasonably expected of such experts. The coverage of this area might reasonably increase as the Association becomes even better known and include non-CLP members at varying levels, on the basis that any form of membership of a professional or quasi-professional body implies that the regulating body will listen to complaints by recipients of the services provided by members.

## 2.5 Complaints about members:

Complaints to members might fall under the following headings:

2.5.1 By purchasers of members' services: as a result of an alleged breach of the contract between the purchaser and member. The very great majority of such should not arrive at the Association's door, unless a breach of the Code or a quality issue arises.

2.5.2 By purchasers of members' services: alleging either a breach of the Code or unsatisfactory quality of a CLP (or both). Such complaints concern the Association directly.

2.5.3 By delegates or members of the public: alleging a breach of the Code – for example, concerning discriminatory practice, rudeness, inappropriate behaviour and language etc – but also possibly concerning quality issues – all of us will have faced delegates who were led to believe that the training was different from that commissioned by their employer.

2.5.4 By the Association itself in that a member is in breach of the Terms and Conditions of the Association and any Association web sites.

## 3. THE CODE OF CONDUCT

- 3.1. The Association is a professional membership body for Learning Practitioners, that is, individuals, partnerships, organisations and companies providing learning activities<sup>2</sup>, whether face-to-face, e-based, web-based, telephonic or in any combination in any discipline or subject matter to delegates of commercial clients and to members of the public. The objects of the Association include promoting the standards of learning delivery and Learning Practitioners and the competencies of learners, and providing clients and potential clients with confidence in the quality of the Association's members. The Association also acts, as do most trade associations and professional membership bodies, as a source of information on where and how good learning activities may be obtained and as a representative and lobbying body for the profession as a whole and members in particular.

---

<sup>2</sup> 'Learning Activities' includes needs analysis and consultancy, mentoring, coaching, tutoring, lecturing and all forms of delivering knowledge, skills or behaviours to people, and the identification, design and supply of all related materials.

- 3.2 The maintenance of high standards of competence and professional conduct in all matters concerning learning and development is fundamental to the aims of the Association, as are the principles of integrity and honesty in matters learning and development and in dealing with delegates, learners, clients and members of the public, fellow members of the Association, various regulatory bodies and officers and agents of the Association.
- 3.3. In order to achieve such objectives, the Association requires all members to conform to the Terms and Conditions of Membership. These Terms are attached at Annex A to this document and are displayed on the Terms page of the web site. For those members who provide learning and development activities for children, young persons or vulnerable adults, the Code also includes adherence to the Child Protection and Duty of Care Policy and Guidelines, reproduced at Annex B. Importantly, those members who hold CLP status are required to act as exemplars in the learning and development profession and so abide by the Standard at Annex C.
- 3.4 The Association has, of course, no jurisdiction over non-members but in order to protect its reputation and that of members, should a complaint be made against a person or organisation claiming falsely to be a member of the Association, the Association will take such action against such claimant as is deemed necessary and will inform the complainant accordingly. Likewise, the Association will initiate action against members claiming falsely to hold CLP status, those claiming membership wrongfully and those, whether individuals or organisations, advertising such wrongful claims.

#### **4. THE COMPLAINTS' PROCESSES**

- 4.1 The different sources and nature of complaints (section 2 above) mandates distinct handling methods. This is, for example, because a contractual dispute with a supplier (2.4.2 above) has a very different basis in law than an allegation under the Code. This section therefore outlines [8] processes.
- 4.2 Complaints against the Association:

##### 4.2.1 By Members:

4.2.1.1 Appeals under 2.4.1 (1) above: members wishing to appeal an advisory or disciplinary finding or award of the Association should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such appeals should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the appellant should the appeal be upheld and is intended only to reduce vexatious appeals and to defray the costs of investigation and resolution. Should s/he become involved, the ombudsman will undertake such investigation as s/he deems necessary and shall have access to all relevant documents and the like held by the Association. The ombudsman's decision shall be final and is appealable only to the High Court on a point of law and with the permission of that Court in accordance with the Arbitration Act 1996.

4.2.1.2 Appeals under 2.4.1 (2) and (3) above: members wishing to appeal a decision of the Association concerned with the refusal of CLP status or refusal to upgrade membership should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such appeals should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the appellant should the appeal be upheld and is intended only to reduce vexatious appeals and to defray the costs of investigation and resolution. Should s/he become involved, the ombudsman will seek advice from members of the professional standards committee unconnected with the decisions to refuse CLP or increased membership status and will undertake such further investigation as s/he deems necessary, shall be entitled at the Company's expense to seek further professional advice where he or she is not an expert trainer and shall have access to all relevant documents and the like held by the Association. The ombudsman's decision shall be final and is appealable only to the High Court on a point of law and with the permission of that Court in accordance with the Arbitration Act 1996.

4.2.1.3 Complaints about the services provided by the Association under 2.4.1 (4) above: members wishing to complain about contractual issues between themselves and the Association should email or write to the Directors of the Association in the first place. No fee is payable. The Directors will use all reasonable efforts to resolve such disputes or complaints within 14-days of formal notification. Should, however, such resolution not be agreed by the parties (i.e., the Association and the complaining member) then the dispute will automatically be referred to the ombudsman, who acting as an arbitrator shall rule on the dispute in accordance with the Arbitration Act 1996.

#### 4.2.2 By Suppliers:

Sponsors and other suppliers with contractual relations under 2.4.2 above with the Association should email or write to the Directors of the Association in the first place. No fee is payable. The Directors will use all reasonable efforts to resolve such disputes or complaints within 14-days of formal notification. Should, however, such resolution not be agreed by the parties (i.e., the Association and the complaining supplier) then the dispute will automatically be referred to the ombudsman, who acting as an arbitrator shall rule on the dispute in accordance with the Arbitration Act 1996.

#### 4.2.3 By Purchasers of training:

Purchasers with complaints under 2.4.3 above concerning the quality of services provided by the Association's CLP members should in the first place deal direct with the providing member concerned and not with the Association. Where, however, such a complaint is not resolved to the supplier's reasonable satisfaction within 1-calendar month of a complaint being made in writing and delivered to the member concerned, the purchaser should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such

complaints should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the purchaser should the complaint be upheld and is intended only to reduce vexatious complaints and to defray the costs of investigation and resolution.

#### 4.3 Complaints against Members:

##### 4.3.1 By Purchasers of Members' Services:

Purchasers with complaints under 2.5.1 above concerning contractual issues between themselves and the Association members should in the first place deal direct with the providing member concerned and not with the Association. Where, however, such a complaint is not resolved to the purchaser's reasonable satisfaction within 1-calendar month of a complaint being made in writing and delivered to the member concerned and the purchaser concerned has a real belief that the complaint relates to the Code or to issues of quality, the purchaser should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such complaints should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the purchaser should the complaint be upheld and is intended only to reduce vexatious complaints and to defray the costs of investigation and resolution.

##### 4.3.2 By Purchasers of Members' Services:

Purchasers with complaints under 2.5.2 above concerning the quality of services provided by the Association CLP members should in the first place deal direct with the providing member concerned and not with the Association. Where, however, such a complaint is not resolved to the purchaser's reasonable satisfaction within 1-calendar month of a complaint being made in writing and delivered to the member concerned, the purchaser should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such complaints should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the purchaser should the complaint be upheld and is intended only to reduce vexatious complaints and to defray the costs of investigation and resolution.

##### 4.3.3 By Delegates or Members of the Public:

Delegates at or having undergone learning and development activities delivered by a member of the Association or other members of the public wishing to complain about an Association member under 2.5.3 above should email or write to the Chair of the Board of Directors of the Association at the Company's operating address (see appendix), seeking resolution and failing which involvement of the Company's ombudsman. Verbal complaints will not be accepted. Such appeals should be accompanied by a fee of £35.00, payable to the Association. This fee will be returned to the complainant should the complaint be upheld and is intended only to reduce vexatious complaints and to defray the costs of investigation and resolution.

#### 4.3.4 By the Association

Anyone may identify a breach of the Terms and Conditions of the Association by a member or user. This does not itself constitute a complaint and can be brought to the attention of the Association in any manner convenient in order that the Association may, if deemed appropriate lay a complaint against a member or user.

4.4 Complaints into the Association must include the name, address and contact details of the complainant. Anonymous complaints will not be accepted but if the complainant so requests in writing for reasons that are in the opinion of the Association valid, the complainant's name will not be passed to the Association member who is the subject of the complaint and the Association will make all reasonable arrangements to protect the identity of the complainant.

4.5 Complaints must include the name and address of the member or member firm or partnership that is the subject of the complaint, the name and other details of the trainer concerned, the date or dates of the alleged breach or breaches of the Code, sufficient details of the actions or inactions underpinning the alleged breaches to allow the Association to establish that the allegation(s) concern a breach or breaches of the Code or quality issues and not a dispute between a member and a client or other allegation unconnected with the Code or quality issues, and a statement of the outcome(s) desired by the complainant.

4.6 In accordance with the Association's objects, the Executive Council and ombudsman will take all due and reasonable note of the CLP status of the Association member complained against and, all other factors being equal, will expect a higher quality of performance of such CLP member than of a non-CLP accredited member.

### **5. The Association's ACTIONS ON RECEIPT OF A COMPLAINT OR ALLEGATION**

5.1 On receipt of an appeal or complaint in accordance with section 4 above, the Association Secretary will firstly log receipt of the complaint or allegation and then conduct or delegate to an appropriate individual a brief preliminary examination and investigation of complaints to ensure that such fall within the rules outlined above, contain sufficient detail to allow a fuller investigation into the situation alleged, and clearly identifies the complainant. The Association Secretary's or delegated individual's work may include correspondence or telephone calls to the complainant in order to clarify any matters of substance. The Association Secretary or delegated individual shall inform the ombudsman of the existence of a complaint (or appeal per 2.4.1 above) within 5-working days of receipt of such and shall provide such additional information as the ombudsman may require.

5.2 Should any issues of criminality or breaches of statutory instruments or regulations be alleged, the Association Secretary or delegated individual shall, taking such advice as is appropriate, refer the complainant and/or complaint to the relevant authorities and shall take no further action until any action by such is completed or considered unnecessary.

- 5.3 Where the complainant requests anonymity, the Association Secretary or delegated individual will conduct such brief further investigation as deemed necessary to advise the Board of Directors accordingly and the Chairman shall agree or disagree with the request for anonymity, whereupon the Association Secretary or delegated individual shall advise the complainant, who, if such request for anonymity is not agreed, may withdraw the alleged complaint. If such request is approved, save as required by law or other competent authority, the Complainant will not be identified in any document that leaves or may leave the Association or its agents or officers, including for the avoidance of doubt the Independent Ombudsman, and will not be disclosed to the member complained against or to the Press or public.
- 5.4 On completion of the actions outlined above, which shall invariably take no longer than 2-working weeks, the Association Secretary or delegated individual will advise the Board of Directors or the Chairman thereof of
- (1) the receipt of a complaint and
  - (2) the recommendations as to whether or not the complaint is sufficiently well found in accordance with section 4 and the alleged facts to require further action.
- 5.5 The Board of Directors or Chairman or other person nominated or appointed by either shall on receipt of the Association Secretary's or delegated individual report at 5.4 above then;
- (1) determine the complaint on the facts as stated if such be possible and there is no dispute as to the facts, failing which
  - (2) commission an investigation into the allegations by an appropriately qualified member of the Association or other person, and
  - (3) inform the complainant and the member complained against accordingly.
- 5.6 The investigation commissioned at 5.5 above shall take such evidence from the Parties as the investigator deems necessary and by such means and in such form as is appropriate in the circumstances. The investigator will produce a draft report to the Parties within 3-working weeks of the investigation starting and the Parties (the complainant and the member complained against) will be invited to agree or disagree with the report, the evidence, the findings as to a breach or non-breach of the Code or quality issues and the recommendations as to an award. The Parties will have 2-weeks from receipt of the investigator's report to comment as above. Thereafter, the investigator will provide a final report and send this to the Board of Directors with a copy for information to the Parties.
- 5.7 The Board of Directors or such sub-committee or persons or person as may be nominated by the Chairman or the Board of Directors for the purpose shall as the Professional Conduct Committee (PCC);
- (1) consider the report,
  - (2) make a finding as to a breach or non-breach of the Code and quality issues, and
  - (3) determine, should a breach or breaches be found, an award.

## **6. AWARDS AVAILABLE**

### **6.1 The awards available are:**

- (1) disqualification from membership of the Association for such period as is deemed appropriate,
- (2) imposition of a time constrained (not more than 12 months) warning notice against a member or user about an upheld breach,
- (3) in the case of a CLP, removal of such status for such time as the PCC may determine appropriate,
- (4) reduction in grade of membership from fellow to member or to associate as may be deemed appropriate,
- (5) a requirement for such additional training, mentoring, coaching and/or probationary period as may be considered beneficial,
- (6) a formal censure of the member concerned, and
- (7) any combination of the above as may be deemed appropriate.

### **6.2 In all such cases but for the avoidance of doubt only after the right of appeal has expired or an appeal has been requested but not upheld, the member's name, company or partnership details, an outline of the allegations and the findings and award made by or on behalf of the Association shall be published on the Association's website. Similarly, where the PCC has not found a breach of the Code, relevant details will be posted on the website as soon as reasonable after the PCC's determination.**

## **7. APPEALS TO THE OMBUDSMAN**

### **7.1 The member complained against has the right of appeal against either or both the;**

- (1) finding of a breach and
- (2) determination of an award.

The complainant also has the right of appeal.

### **7.2 A request for an appeal must be made in writing to the General Secretary within 14-days of the notification of a finding and an award. The request should indicate the grounds for appeal and the outcome desired and provide such other evidence as is reasonable.**

### **7.3 The General Secretary will inform the Chairman of the receipt of an appeal and, subject to the instructions of the Chairman, will pass the file, including the investigation report and the minutes of the PCC meeting concerned and all other relevant information, to the retained Independent Ombudsman (IO), who sitting as a sole arbitrator in accordance with the Arbitration Act 1996 as amended shall determine the appeal outcome solely on the evidence as contained in the documents and the relevant law within 14-days of the lodgement of an appeal. The IO may uphold the finding and/or award of the PCC or vary such in full or part in his absolute discretion. The results of such appeals shall be made public as in 6.2 above.**

### **7.4 An appeal against the finding of the IO at 7.3 above is to the High Court by permission on a point of law only.**

## 8. ANNUAL REPORT BY THE OMBUDSMAN

- 8.1 The ombudsman shall produce a short annual report for publication on the website. This will summarise all cases referred to him, outline any concerns s/he may have and comment on the Company's response to his suggestions for improvement.

## 9. REVISIONS

Latest revision

12/11/09

2.4.1 By members about the Association: these might include

- (1) appeals concerning discipline under the Code,
- (2) appeals concerning the rejection of CLP status,
- (3) appeals concerning refusal to increased membership status (e.g., associate, through member to fellow),
- (4) complaints about the services provided by the Association (fees, web-site access, profiles, usefulness and cost-benefits of sponsors and other suppliers recommended by the Association, **governance, management of services**, etc).

Previous revisions

09/11/09

Change reference from TB / TrainerBase to Learning Practitioners' Association.

4.3.1. and 4.3.2. Change "supplier's" to "purchaser's" reasonable satisfaction ...

## **Annexes:**

- A. Terms and Conditions of Membership.
- B. Child Protection and Duty of Care Policy and Guidelines for members involved in training children and other vulnerable people.
- C. The Association Standard for CLP members only.

## Annex A

### Terms and conditions of membership:

See <http://www.trainerbase.co.uk/about/terms.asp> for latest terms.

#### TERMS AND CONDITIONS

Set out below are the Terms and Conditions and Code of Conduct for interaction with, participation in and membership of the Learning Practitioners' Association.

#### THE ASSOCIATION

The terms set out immediately below relate to the general arrangement for all members of the Association: affiliate member, CLP and other users of Association services including the web site at [www.trainerbase.co.uk](http://www.trainerbase.co.uk). The terms and conditions set out here are intended to be as comprehensive as possible but by the very nature of emerging and evolving law, business conditions and best practices, must not be regarded as set in stone.

#### User / Membership

When an individual uses the Join forms on the web site, s/he makes an application to become a user of the TrainerBase web site which is run by the Learning Practitioners' Association, and is normally granted guest permission immediately. User permission is not automatically granted and any user permission given, whether temporary or otherwise, may be withdrawn (the Association reserves the right to refuse an application to join (refuse to supply services)). In certain circumstances where there is uncertainty about an application, The Association may seek references before granting a user permission. Web site user status is required to be able to read opportunities and gain access to other facilities and is usually granted within 24 hours of application. The approval of an application is the start of a free trial access to the web site but does not constitute Full Member status of the Association. The trial period cannot be extended. Users of the web site agree to the terms laid out here and elsewhere and opt in to the processes and procedures set up to facilitate business between members of the learning and development community. Users and members of the Association can only be listed once in any one section on the web site (Trainer, Supplier or Other). An individual cannot represent more than one organisation (for example, has duplicate registration with different email addresses).

Duplicate membership in either Trainer or Supplier categories is not permitted. A member may have duplicate membership in different categories, provided an explanation of the reason is given. An individual can be a Trainer (in a subject) and a Supplier (of products to do with a subject).

Individuals found to have duplicate membership in the same category or with entries in the Basic (other) membership and Trainer/Supplier category will not be granted membership or will be removed from the list pending a review of the reasons behind the occurrence. Whilst the Association acknowledges that Companies might make multiple applications to the Association, the Association reserves the right not to grant membership and entitlement to the free trial period as these applications for membership may be felt to be for the purpose of gaining access to restricted information, as notified by a recent email notification to an existing but not subscribed

user of the web site. Multiple company membership will be granted to a user if a previous member has already subscribed. A subscribed member of the Association can claim discounts offered on their own behalf but not on behalf of a third party.

Membership of the Association may be temporarily suspended whilst investigations are carried out into member activity that is deemed by the Association to contravene the ethos of equitability and fairness and the terms laid out here and elsewhere or whilst a complaint is being investigated.

The named user / members is legally responsible for the data held on the database. The Association expects users / members to manage their own profile. A user / member can modify (make changes to) their profile entry in Edit Profile page on the TrainerBase web site. These changes are not automatically written to the database. All user modifications are reviewed by the Association. Only when a modification is approved will the change take place. A user's / member's entry on the database is not transferable, as such the modification of a profile from one person to another is not permitted (the original user/member should request deletion from the system and the new user/member should join in their own right).

In compliance with the Data Protection Act, the Association operates a Suppression List. Members, who directly request to be removed from the database, have all their personal details and associated files and or information deleted from the active database, and their name and email placed on a suppression list. This ensures that the Association does not re-contact via other methods as the suppression list is checked for marketing purposes. Members will also be placed on the suppression list for a number of other reasons. These include:

- purging of all dormant users,
- returned emails,
- non compliance with data cleaning requests including confirmation of profile details, or
- contravention of terms of the site.

A member wishing to rejoin the directory (have his or her name and email removed from the suppression list) should apply by email indicating how the situation has changed. Automatic re-instatement is not guaranteed. Perceived misuse of the suppression list will result in a denial of re-instatement.

Top

### **Subscriptions**

Registering on TrainerBase to become a User is FREE.

User name and telephone number will be visible to anyone looking for a trainer or supplier.

There is a trial period available to new Users and during that period Users have access to most of the facilities on the site (not unlimited downloads, this is restricted to 10 per User until subscription is received). This trial period does not constitute any membership status other than User. After the end of the trial period, all web site subscription based facilities are withdrawn until payment has been made using the

online subscription system. Payment of the subscription upgrades a User to a Full Member of the Association.

Facilities available to Full Members include:

- unlimited access to the resource downloads
- participation in the discussion forum
- access to the e-Mentoring service
- member profile is active with full contact details
- upload resources such as sample course material
- upload a CV
- have clients post testimonials on your recent successes

All of these options will benefit members by improving their rankings in the search facility. The more active members are on the TrainerBase site, the more they will be seen by moving up the list of registered trainers.

Other benefits include:

- read and respond to Opportunities posted
- the ability to add Open Courses that members run (FREE to Enhanced subscribers)
- list the Clients members have worked for (FREE to Enhanced subscribers)
- display the Custom Programmes that you run (FREE to Enhanced subscribers)

The paid subscription to have a visible profile on the TrainerBase web site and be a Full Member of the Association will be for a 365 day period and is paid in advance. The subscription is paid using Credit or Debit Cards. the Association uses LloydsTSB CardNet and Protx for its transactions.

Full Members of the Association may cancel their membership. If canceled in the first 3 months, a refund of 50% of the subscription value will be paid. If canceled in the second three months a refund of 25% of the subscription value will be paid. If canceled in the third or fourth three months, no refund will be offered. Please note attempting to use a chargeback facility via the credit card payment systems to gain a refund incurs a cost to the Association and may be seen as non acceptance of these terms and conditions. The Association reserves to right to recover such charge back fees and sanction members for such activity. The Association is set up to take online payments and will only accept cheques in exceptional circumstances. Due to the added processing involved and additional costs, The Association levies a 50% surcharge for payment by cheque.

**Notice:**

Once the free subscription trial has ended, all documents and other subscription based facilities will be withdrawn until your subscription is paid.

Web site users who do not subscribe will still have the benefit of a free entry in the search listings.

A Full Member of the Association can claim discounts offered on their own behalf but not on behalf of a third party.

### **Other payments**

The Association offers services that require other payment including learning and development events and Conferences. Payments for these services constitute a confirmation of attendance and determine whether an event will go ahead. Cancellation of attendance prior to an event being confirmed will result in the option for a refund. Cancellation of attendance after an event has been confirmed as going ahead (unless within 7 days of payment) will result in the payment being non-refundable. Attendance can be transferable to another person providing the Association is notified. Please note attempting to use a chargeback facility via the credit card payment systems to gain a refund incurs a cost to the Association and may be seen as non acceptance of these terms and conditions. The Association reserves the right to recover such charge back fees and sanction members for such activity.

### **Trainer credibility**

The Association takes no responsibility for the credibility, knowledge or skill of Users or Full Members of the Association unless they are accredited by the Association. It is up to the person sourcing the trainer to check the credibility, knowledge or skill of trainers.

### **Right to Work**

The Association takes no responsibility for determining whether a User or Full member has a right to work in any particular country. The Association recommends that a business or individual hiring a member of the Association, investigates the members right to work.

### **Personal information**

The Association requires that all User and Member information is true, accurate and up to date. Membership requires full contact details and entering non attributable information is not permitted. Users and Members found with questionable information will have their profile disabled, pending a review of the data held. Users and Members must maintain the accuracy of their information by updating the directory if and when there are any changes to personal details. Users and Members can do this in the Edit Profile page. If you have any difficulties please send an e-mail to [info@trainerbase.co.uk](mailto:info@trainerbase.co.uk). Users and Members who have a suspect e-mail address (indicated by messages being bounced back as undeliverable) will be periodically removed from the the Association database. These users will need to contact the Association to be able to gain access to certain elements of the TrainerBase web site. User and Membership data held on the system in a profile is the responsibility of the named individual. Disclosing user name and password to another individual whether part of a company or outside a company will not exonerate the named individual for any erroneous data uploaded to the site or other activity that runs counter the ethos of equitability and fairness and the terms and conditions laid out here and elsewhere on the site.

Users and Members found abusing or attempting to cheat the facilities on the database will be removed.

### **Privacy**

The Association will take appropriate steps to protect User and Member privacy. Whenever Users and Members provide sensitive information, the Association will take

all reasonable but no more than reasonable steps to protect it. The Association will also take similar reasonable but no more than reasonable security measures to protect all personal information in storage.

A Member's name and email address will be available to other members in certain circumstances. When a User views another Member's profile, the viewer's email address is tracked and listed for the viewed Member. When a User downloads a resource, the email address of the downloader is made available to the Member who uploaded the resource. This is to facilitate networking and possible business opportunities between Users and Members.

A User who is registered as a Trainer or Supplier will be visible in search results that are open to all visitors to the site. A User can request to have their details removed (made invisible) from the site whilst still remaining registered. This may impact on User details being removed from parts of the site. The Association will endeavour to comply with this request within 24 hours. TrainerBase cannot be held responsible for User details being copied or cached by other search engines, web sites, companies or individuals and where the removal of personal information is outside the control of the Association.

The Association will not provide any personal information to other companies or individuals without Users' permission. However, the Association may need to provide name and address details to third parties that the Secretariat uses for the purposes of delivering specific services to members (e.g., online support). The Association will on occasions disclose to Users the names of companies that have members of staff listed on the database but not the personal information of the individual staff members.

## **WEB SITE**

The terms set out immediately below are relevant to a Users and Member's interaction with the web site. The terms and conditions set out here are those that cover the conduct and content of the web site and supersede any conditions expressed or implied within the membership controlled parts of the web site.

Visitors to the site do so at their own risk. The Association reserves the right to amend or alter any element or content of the web site and the omission of any condition within these terms do not prevent any undertaking on the part of the Association. Any User or Member wishing to apply a term or condition to the content of the site should seek permission to do so first.

## **Session Cookies**

The TrainerBase web site uses cookies for various reasons. Cookies enable the Association to track information during User sessions. These cookies do not track individual information. Cookies from TrainerBase can only be read by TrainerBase. If a visitor chooses to disable cookies in their browser, they will not be able to use certain elements of the TrainerBase web site. The TrainerBase web site has a time limit on sessions of 10 minutes and is not responsible for the loss of any input as a result of a session time out.

### **Opt in/out**

The Association is an opt in membership and some elements of the TrainerBase site require registration to access. Some examples of information the Association will collect are name, address and email address. Users and Members of the Association can elect not to receive materials from the Association. When a User signs up to the TrainerBase web site, by default they will periodically receive e-mails containing promotional messages from other Users and Members and information of new services. Users and Members can Edit their membership to stop receiving these messages.

### **Site content**

Much of the content of this site is provided and maintained by the Users and Members. The Association reserves the right to monitor the data, information and files stored on the site and to remove without notice any data, information or file that is erroneous, illegal or in contravention of the site's and the Association's own policies.

### **Log files**

The Association servers log all visitors to the site enabling the the Association administrators to track User activity. This data is only used for internal purposes and can be used for site development purposes and dispute resolution.

### **Links**

The TrainerBase web site provides links to third party sites. Since the Association does not control those websites, the Association cannot be held responsible for the content therein and encourages members to review the privacy policies of these third party sites. Any linked web site that is found to provide inappropriate information or data will not be included in the TrainerBase links page. UK regulations apply to the content of TrainerBase and the Association reserves the right to omit for inclusion any site that does not comply. Sites should display location, company and contact details, a reciprocal link back to TrainerBase and a terms and conditions page or entry.

### **Technical support**

The TrainerBase web site has been optimised to be compatible with most recent web browsers. If a visitor has a problem with the facilities of the site, contact the Association. All support contact should use the Contact Form on the site as this is monitored by support staff. Technical support enquiries made direct to [info@trainerbase.co.uk](mailto:info@trainerbase.co.uk) may not be answered. Please be aware that visitors should also check that their web browser and computer are set up correctly before contacting the Association. Once the Association has investigated and has confirmed that there is nothing wrong with its own systems and database, no further support should be expected from the Association unless the visitor is entitled to support under the e-Mentoring facility. The Association cannot be held responsible for the configuration of a visitor's web browser. The Association is not able to offer technical or user support for a third party web site; users should see advice from the owners of the site.

Please note: the Association does not (normally) make outgoing technical support telephone calls. If you have a problem, it is up to you to contact the Association on 01239 711544.

### **Data storage**

Any information that the Association needs to store and process will be carried out on databases located in the UK. These storage services are owned and maintained by the Association's Internet Service Provider. The Association has virtual control over the content but not physical control over the infrastructure. The Association downloads the database periodically for both backup and statistical analysis purposes. The offline data is secured on our office server and is password protected.

### **Site features and facilities**

The use of any of the facilities on the site is not guaranteed and any facility, whether free or part of the subscription based option, may be withdrawn at any time. Taking out a subscription at any point in time does not constitute a contract for the Association to continue to provide the same level of features and facilities in place at the time the subscription was taken out. Developments to the site are ongoing and facilities that are currently free may become part of a subscription based service. Options that are current within a particular option may be moved to another option. This includes from one level of subscription to another level of subscription, or from a subscription level to a free option. The Association will endeavour to give reasonable notice of any such changes, but cannot guarantee to do so and does not accept liability for the consequences of any lack of notice.

### **Errors and Omissions**

The Association, from time to time, has a need to test new and existing facilities using the active site. This testing and other development activities may result in erroneous server activity. These errors and or omissions do not constitute any binding contract for any action that may or may not have taken place. The Association will not hold a User or Member liable for any notified contractual obligation and it is a condition of membership that members shall not hold the Association liable for similar notified obligations.

### **Resources, photos and other works**

Member materials including resources, photos, CV and other works are subject to approval and/or periodic review. The Association may decline at its absolute discretion to approve any such material or materials and may or may not provide the reasons for such lack of approval. The Association is not and cannot be held responsible for determining the legitimacy or ownership of any work stored or displayed on the site. It is assumed that anyone storing or displaying material is the legal owner of that material and has sought rights to copy the material to the site. This covers resources, photographs, logos and any other work that can be deemed to have ownership or rights, whether property, intellectual or design.

### **Downloads / Resources**

The Resources/Downloads section of the site is for Full Members to offer material to other Users and Members. Brochures and sales material should not be posted to this section.

The Association is not and cannot be held responsible for determining the usability or compatibility of any downloadable resource or file stored or displayed on the site. Any member downloading a file from this site does so at her or his own risk. The

Association would, however, like to hear of any resource that does cause a problem so that measures can be taken to rectify the situation.

Members of the Association share resources with the Association community in keeping with site policies. These include:

1. That members credit the contributing member as the originator of the resource(s) they choose to download.
2. That members use contributing members' resources for individual professional purposes only and agree not to share these documents with others via electronic, hard copy or other means of transfer without the contributing members' express permission. In essence this means members should be aware that whilst there are resources on the site for research purposes, members should seek permission from the contributor before using them in their own learning and development sessions unless it explicitly states that permission is granted.
3. That members who wish to adopt the contributing members' resources for use within or by organisations obtain the contributing members' permission before doing so.
4. That contributing members are entitled to contact the member to establish appropriate\* marketing opportunities and to solicit improvement feedback and product endorsements from members and may, with the member's permission, publish these comments for promotional purposes.
5. That end use of these resources by members is at their own risk.
6. The use of resources is for the benefit of members and done in accordance with the above guidelines. Downloaded material should be removed from the system of members that request to leave the Association.

\*Appropriate means to solicit specific feedback on a particular contribution. It is advisable not to use this as an opportunity to send unsolicited offerings or include the contributor in a newsletter or other distribution list. This may be considered spamming and will certainly decrease, through exclusion, the number of members a contributor can contact.

Only visitors, who have opted in to join the site, become users of the directory and abide by its procedures, are able to download Resources. The Resources that are on TrainerBase have been placed there by members. Some of these Resources will be FREE to download. Other Resources are FOR SALE. The member posting the Resource will define whether that Resource is FOR SALE.

The member will state the price that they want to be paid for the Resource.

Members wishing to post Resources FOR SALE will be requested to state whether they are VAT registered.

The Association will offer FOR SALE Resources at a price, to the customer that will be determined by the Association. When a Resource is purchased by a customer, the Association will have affected a purchase of the resource from the member. Non VAT registered members will receive a credit in their member account of the price they requested for the Resource. VAT registered members will receive a credit in their member account of the price they requested for the Resource plus VAT.

In order to clarify the expectation of what a Resource is the Scope has been introduced. The different Scopes of a resource are:

**1 Primer**

A resource that only offers really basic information that merely identifies a concept or point but does not explain its meaning or use. Suitable for one liners and sayings etc.

**2 Fundamental**

A resource that provides basic information that identifies a concept or point of view and offers a brief explanation. Does not necessarily explain the use of the point or concept in question. Suitable for one liners and sayings with a brief explanation of their meaning.

**3 Outline**

A concept or saying with an explanation of its meaning and its uses within a situation. Is not necessarily complete but is sufficient as a hand out or tool in support of a comprehensive item. Suitable for activities with explanation of uses and objectives.

**4 Detailed**

A complete explanation of a concept with definition and usage written in plain English (or other language). Suitable for inclusion as a module within a larger item and likely to contain a number of Primers, Fundamentals and be accompanied by an Outline or two.

**5 Comprehensive**

A full, multi module, multi conceptual item that can be used as a standalone.

**Resource disclaimer**

Full Members of the Association are able to upload Resources for others to download. These Resources will be either FREE or FOR SALE. TrainerBase cannot be held responsible for any effect caused by the use of these Resources. Whilst the Association will take all reasonable but no more than reasonable steps to ensure that Resources posted are sound and do not contravene any law, the Association cannot guarantee this and is not and shall not be held liable for any contravention. If a Resource is found to be doubtful in nature, its presence on TrainerBase will be suspended, subject to investigation. Customers downloading Resources do so at their own risk and exonerate the Association from any liability.

**Differentiator**

A trainer who is a Full Member may apply for and be approved to have a differentiator (indicator of difference from other trainers). This is only indicative of a compliance with the relevant differentiator. A trainer who is differentiated as a member of an institution is just that; a member of that institution and has complied with the entry requirements of that institution. Not all grades or levels of membership of an institution will warrant a differentiator. The differentiator is applicable to grades that require an entry assessment and/or compliance with certain professional criteria that indicate a level of competence. The approval of a differentiator does not necessarily follow that the trainer is better than a trainer who is not a member of an institution or does not have a differentiator. the Association will however take reasonable steps to validate a trainer's application for a differentiator before it is approved. This validation process may take a number of weeks and is outside the control of the Association. It is the responsibility of the trainer to advise the Association of any change in status with regards to qualification or institute membership that might relate to that trainer's right to be differentiated. Likewise the Association cannot be held responsible for trainers who make false claims regarding qualifications or membership of institution. The

Association will however, take reasonable steps to verify a trainer's right to continue to claim such qualification or membership. A trainer found to have claimed a qualification or membership will be notified and will be at the least requested to remove the qualification or membership from his or her profile or in serious breach, be removed from the site.

### **Trainer Testimonials**

Full Members may post testimonials. Trainers Testimonials allows clients to comment on the quality of service that a trainer has provided. The more testimonials a trainer has the higher their ranking in the listing. The Association expects testimonials to be posted in good faith and can be posted by the trainer themselves (based on evaluation feedback) providing the testimonial is attributed and that permission has been given for the testimonial to be posted (Data Protection). The Association reserve the right to verify any testimonial and will periodically request a copy of a posted testimonial to be forwarded to the Association.

### **Dormant users**

The Association will without notice, periodically remove dormant users (remove permissions). A user is deemed to be dormant when they have not visited the site for a period of 365 days. A dormant user can be re-activated. To do this email the Association with details of the account to be re-activated. The Association will without notice, periodically Suppress deactivated members. This will include users who have not visited the site for more than a year and have already had their permissions withdrawn.

### **Opportunities/Tenders**

Opportunities/Tenders are posted by users of TrainerBase in order to source a trainer or other requirement and do so in accordance with the guidelines set out below. The Association provides the channel for an advertisement of an opportunity and does not control the process. TrainerBase however expects both the advertiser and the applicant to conduct themselves in a professional manner. The default expiry date for a tender is 3 months from the date posted. An advertiser can specify a shorter date. An advertiser is also entitled to close or remove a tender should they no longer have a need for further applications. In order to comply with the Data Protection Act and to simplify identification of possible work opportunities, a rule has been introduced that compels advertisers/tenders to define clearly what is being offered:

(A) A Tender (TDR) is for a real job by virtue of an existing learning and development requirement. The requirement may be directly with the advertiser or be a contract between the advertiser and its client;

(B) A Prospect (PPT) is for a real job for which the advertiser has an identified possible future need, e.g. the advertiser is bidding or tendering to a potential or existing client;

(C) A Capability Build is (CBB) indicative of an advertiser seeking to grow trainer capability in new or existing areas and as such carries no indication of a job or work being available.

(D) Expression of Interest (EOI) is to source likely providers of learning and development service and may or may not be for a particular identified need. An EOI is a preliminary step and in itself does not constitute a tender submission.

(E) A Business Proposition (BSP) is an invitation to inquire about a business related offer which may require an investment that may result in a commercial return. This

includes; distributor/agency offers, exhibition sharing or project development partnerships.

(F) A Term of Employment is for work opportunities, full, part time and temporary, where the company will contract the individual as an employee, through the company payroll system. (These opportunities require membership to access but do not require a subscription to read).

(G) A Brokered lead (BKL) is for a contract opportunity that has been sourced by the Association team and invitations to tender are posted, managed and/or selected by the Association. (These opportunities do not require a subscription to read, but the lack of a viewable profile may compromise the brokerage teams ability to evaluate a member's suitability. Applying for a Brokered lead commits a member to pay commission of no more than 15% on successful contracts during the first 12 months of engagement).

Within each so specified advert there is a disclaimer to show that individuals responding will have their details retained on a database of the advertiser for not less than 6-months, unless such responding individuals state in their responses that such permission is not given.

Only members of the Association (that have paid a subscription) are eligible to apply for any opportunity, whether posted in the Open System or in the Trainer Opportunity Management System (TOMS). A member must not submit CVs of non members for an application. When making an application for an Opportunity, an applicant must not use this as a vehicle for selling other services, not specific to the description of the Opportunity; e.g. the requirement is for a Coach and the application states "I am not a coach but I run train the coach courses". This is unsolicited marketing and constitutes SPAM. Report of any activity will be investigated and if deemed serious may result in sanctions being taken against the offending member. Membership to the Association is for the named individual and does not constitute a company or corporate membership. As such a member cannot make applications to opportunities for or on behalf of a non member, whether that individual be employed staff or an associate.

### **Opportunity Classification**

The Association welcomes Opportunities posted by an individual or company on behalf of another. However, the implied requirements of the various regulations and rules concerning 'employment and recruitment agencies' necessitates that we clearly differentiate between individuals or organisations posting the opportunity on their own behalf and those acting as an Agent for (or associate of) another party. Membership and use of TrainerBase requires and is on the express condition that those acting as Agents for or on behalf of another party state clearly that they are acting as such in the tender description and that those few organisations advertising opportunities at arms length (i.e., for a third party organisation) also state such fact clearly. Classifications are:

'Direct' - the contact details are those of the contracting firm or business seeking trainers to provide learning and development services DIRECT to a client, or

'Agent' - the contact details are those of an agent posting the Opportunity ON BEHALF OF a firm or business seeking trainers to provide services to a client, or

'Associate' - the contact details are of a company posting the Opportunity to source a trainer to work on the company's behalf for one of its associated clients or firms and on whose behalf the learning and development required is to be provided to a client THROUGH A THIRD PARTY ORGANISATION.

### **Opportunity Discrimination**

Advertisers seeking trainers of specific gender, age, race, religion, ability, sexual preference, ethnicity or to be based in a specific geographic location, do so on the express condition that such requirements are permitted (both directly and indirectly) under the various discrimination acts and that by inserting such Opportunities on TrainerBase they indemnify the Association from any liability whatsoever, whether under the criminal or civil law, for any infringement or alleged infringement of such discrimination acts.

The Association fully supports equal opportunities, will not knowingly discriminate against or disadvantage anyone on the basis of age, disability, ethnicity, marital status, race, religion or beliefs, sex, sexual preference or orientation or on where they live, and truly values all people. No Opportunity (etc) will be accepted that appears to run counter to such principles or implies whether knowingly or not that applicants may be disadvantaged by conditions that cannot be shown to be justified objectively or that selection or appointment will be based on anything other than merit and relevant genuine occupational or business reasons. The decision of the Administrator in such matters is final.

### **Opportunity notifications**

The Association actively undertakes post Opportunity evaluations of responses. Please note: a single member (employee) of a company can subscribe on behalf of that company (identified by use of company email address) and distribute Opportunity details within their own operation. If it is found that a subscribed member is distributing Opportunity notifications to other trainers (including associates or learning and development organisations they work with), outside their own immediate company, they will have their profile disabled, pending an independent review of their activity and if found to be in breach of this rule they will be removed from the database without refund. The Association accepts and alerts subscribers of Opportunity notification in good faith. TrainerBase cannot be held responsible for the validity of any Opportunity. If a member is aware that an Opportunity notification is either a "spoof" or is suspicious about an Opportunity please email admin[at]trainerbase.co.uk. The Association expects individuals or companies to act respectfully towards members. If a member applies for a tender, the Association requests that the recipient of the Opportunity application has the courtesy to reply to the applicant.

### **Discussion forums**

Full Members may post messages on the Members' forum. Any registered User of the Association can post a message on the open Discuss forum. Postings on the discussion forums are for the sharing of information and general communication and networking between subscribers. Overt sales and marketing postings are not permitted and will be removed. Repeated posting of these types of messages by a member may result in that member being removed from the site.

Any concern regarding the legitimacy of a discussion posting or thread should be brought to the attention of the Association team as soon as possible. We will then endeavour to investigate and remedy any infringement or infraction of statute or good practice.

### **Points and Ranking system**

The search facility on this site uses a points system to rank members. Points are accumulated by a member by various means, many of which are automated. To ensure fairness and to prevent abuse of the automated points system, the Association reserves the right to withdraw the awarding of and/or remove points where the member has withdrawn or has requested withdrawal from the site the item that resulted in the points in the first place. If it is deemed that an abuse has been made of the points system to promote ranking on the site, the Association reserves the right to cancel all point accrued and in extreme circumstances remove a member from the site. The accumulation of points is not intended to advantage longevity on the site and an automated leveling system is in place. This is not be considered sufficient to ensure equitability and the Association periodically levels the points to preserve a semblance of fairness (enabling new members an opportunity to get positive ranking).

### **Ezine disclaimer**

The comments made in the articles of the the Association ezine are those of the author and do not necessarily represent the views of the Association. It is the intention of the ezine to engender some discussion and therefore it is likely that comments may be controversial. The Association team, however, will do everything in its power to ensure that the articles do not make any unfounded claims or accusations against individuals or organisations. If anyone is unhappy with an article please email [info@trainerbase.co.uk](mailto:info@trainerbase.co.uk). If a concern is found to be justified, the offending article will be removed from the database and an email sent out addressing that concern.

### **News disclaimer**

Articles in the News section have been collected from a number of locations. The contents of these articles are in the public domain. The Association publishes the articles in good faith and the content does not represent the views of the Association. The Association team will do everything to ensure that the articles do not make any unfounded claims or accusations against individuals or organisations. If anyone is unhappy with an article please email [info\[at\]trainerbase.co.uk](mailto:info[at]trainerbase.co.uk). If a concern is found to be justified, the offending article will be removed from the database and an email sent out addressing that concern.

### **Information disclosure**

Certain information on this site is privileged and reserved for subscribers only. Members are not permitted to disclose this information to any other member or non member. Members found to be disclosing restricted information run the risk of being removed from the site and the Association without notice.

### **Disability Discrimination**

The Association acknowledges the need to provide a usable service under the terms of the DDA. The Association has implemented a number "styles" for the site to include standard version, enhanced version and printable version.

### **E-Mails and spam filtering**

The Association sends out around 50,000 emails to its membership each month. Whilst care is taken in the construction of each message and all messages are legitimate within the terms of this site and the Association, the Association cannot guarantee that the messages sent will reach the recipient. It is the responsibility of each user to ensure that

their own email systems, including spam filtering facilities, are configured to receive messages from the site and the Association. The Association does not as a rule confirm that its emails are legitimate. The Association reserve the right to disable member accounts that return email messages undelivered. Email messages to the Association are not confidential unless expressly identified as Private and Confidential or Legally Privileged. The Association reserves the right to re-publish them in part or in their entirety anonymously for discussion purposes.

### **Account settlement policy**

All members have an account attached to their profile. This enables credits to be accrued for the SALE of that member's resources or when a member they referred pays their subscription. Invoices for settlement of account credit should only be submitted once the credit balance has reached £30 or more. Settlement of invoices received by the Association will be made on or around the 28th of each month by BACS. The invoice should be for accumulated transactions from a previous calendar period(s). To be paid on the 28th of the month invoices must be received by the Association at least 3 days prior to that date. Any invoices received after this will be held over to the next month payment date. Funds may take between 3 and 5 days to be received by receiving banks. DO NOT send invoices for each transaction during the month. By using the facilities within this site, the Association members agree to the terms of this site and may not impose their own on TrainerBase.

### **Customer account settlement terms**

Customer account balance raised by invoice should be settled within good time and or prior to the delivery of any service or product. Failure to settle invoices in a timely manner may result in the withdrawal of services. Accounts that are deemed excessive (60+ days) may incur a charge.

### **Spam and Spamming**

Unauthorised harvesting emails from the Association site or the use of member profile contact forms for the purpose of selling products or services is not permitted. The sending of unsolicited emails to an individual for the purpose of selling a product or service is in direct contravention of the EU Directive on Privacy and Electronic Communications. This is classed as Spamming. TrainerBase reserves the right to investigate this practice with the relevant authorities and take appropriate action. This may include the removal of a member from the site and the Association if they are found to be in contravention of this rule.

### **Site abuse policy**

Please be aware that this directory is administered and used by people and as the Association endeavours to treat its members with respect, members should also treat Site and Association staff and other members with respect. The Association runs a zero tolerance policy and will not tolerate abusive, insulting or other flaming emails. Identification of any such email will result in the member account being disabled, pending a review of the content. If the content is found to be inappropriate the Association reserve the right to delete the member from the database and the Association and add the name to an exclusion list. The site runs on the principle of equitability. Activities that run counter to these values of ethical activity and equitability, especially those that are to the detriment of other members, whether

intentional or by accident, may render an individual's continued presence in the site or the Association unacceptable.

### **Force Majeure**

The Association cannot be liable for any breach of its obligations contained above resulting from causes beyond its reasonable control including but not limited to fires, floods or damage (of its own or other premises) insurrection or riots, embargoes, destruction of or delays in transmission, power cuts or shortages, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

The Association agrees to give notice forthwith to its members upon becoming aware of an Event of Force Majeure such notices to contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than 28 days then the party not in default shall be entitled to terminate the above terms. The Association shall not have any liability to its members in respect of the termination of this agreement as a result of an Event of Force Majeure.

### **Alterations**

The above terms and conditions may be changed without notice to comply with regulations and other constraints in pursuing a fair and equitable presence. This may result in facilities or approvals being withdrawn without notice in order to comply with the regulations that govern the operation of this site. This may also result in retrospective measures to affect a fair and balanced presence for all members. The Association will however take all reasonable steps to notify members affected by the alteration to their membership, though this may on occasions be after the event.

### **No Waiver**

The Association's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any past, present or future default of the members in performance or compliance with these Terms and Conditions.

### **Jurisdiction**

The laws of the United Kingdom apply to the jurisdiction and governance of this site.

## Annex B:

### Child Protection and Duty of Care Policy and Guidelines

#### for TB Members involved in Training Children and Other Vulnerable People<sup>3</sup>

##### **Introduction**

Child abuse, particularly sexual abuse, can arouse strong emotions in those facing such a situation. It is important to understand these feelings and not allow them to interfere with your judgement about any action to take. Abuse can occur within many situations including the home, school and the training environment. Some individuals will actively seek employment or voluntary work with young people in order to harm them. A coach, instructor, teacher, or tutor may have regular contact with young people and be an important link in identifying cases where a young person needs protection. This Annex outlines TB's policy guidelines for the protection of children and vulnerable people while undergoing training by TB members.

##### **Good Practice Guidelines**

TB members are encouraged to demonstrate exemplary behaviour in order to protect themselves from false allegations. The following are common sense examples of how to create a positive culture and climate within training activities:

Good practice means:

- Always working in an open environment (e.g. avoiding private or unobserved situations and encouraging an open environment i.e. no secrets).
- Treating all young people/vulnerable adults equally, and with respect and dignity.
- Always putting the welfare of each young person first, before winning or achieving goals.
- Maintaining a safe and appropriate distance with all persons (e.g., it is not appropriate to have an intimate relationship with a child or to share a room with them).
- Building balanced relationships based on mutual trust which empowers children to share in the decision-making process;
- Making learning fun, enjoyable and promoting fair play.
- Ensuring that if any form of manual/physical support is required it should be provided openly. Care is needed, as it is difficult to maintain hand position when the child is constantly moving. Young people should always be consulted and their agreement gained. Some parents are becoming increasingly sensitive about manual support and their views should always be carefully considered.
- Keeping up to date with the technical skills, qualifications in and insurance requirements for training.
- Involving parents/carers wherever possible (e.g., for the responsibility of their children in the changing rooms). If groups have to be supervised in the changing rooms, always ensure parents/teachers/ work in pairs.

---

<sup>3</sup> 'child' or 'children' are used throughout this annex to refer to all vulnerable people, whether by age or some form of incapacity.

- Ensuring that if mixed groups are taken away, they are always accompanied by a male and female member of staff. (NB however, same gender abuse can also occur)
- Ensuring that at away-days or residential events, adults do not enter children's rooms or invite children into their rooms.
- Being an excellent role model - this includes not smoking or drinking alcohol in the company of young people
- Giving enthusiastic and constructive feedback rather than negative criticism.
- Recognising the developmental needs and capacity of young people and vulnerable adults - avoiding excessive training or competition and not pushing them against their will.
- Securing parental consent in writing to act *in loco parentis*, if the need arises to give permission for the administration of emergency first aid and/or other medical treatment.
- Keeping a written record of any injury that occurs, along with the details of any treatment given.
- Requesting written parental consent if you are required to transport young people in your vehicle.

### **Practices to be avoided**

The following should be **avoided** except in emergencies. If cases arise where these situations are unavoidable they should only occur with the full knowledge and consent of the child's parents or someone else – a fellow trainer or a manager at a training centre or facility. For example, a child sustains an injury and needs to go to hospital, or a parent fails to arrive to pick a child up at the end of a session:

- Avoid spending excessive amounts of time alone with children away from others;
- Avoid taking children to your home where they will be alone with you.

### **Practices never to be sanctioned**

The following should **never** be sanctioned. You should never:

- engage in rough, physical or sexually provocative games, including horseplay;
- share a room with a child;
- allow or engage in any form of inappropriate touching;
- allow children to use inappropriate language unchallenged;
- make sexually suggestive comments to a child, even in fun;
- reduce a child to tears as a form of control;
- allow allegations made by a child to go unchallenged, unrecorded or not acted upon;
- do things of a personal nature for children or disabled adults, that they can do for themselves;
- invite or allow children to stay with you at your home unsupervised.

**NB.** It may sometimes be necessary for trainers to do things of a personal nature for children, particularly if they are young or are disabled. These tasks should only be carried out with the full understanding and consent of parents and the child or vulnerable person involved. There is a need to be responsive to a person's reactions. If a person is fully dependent on you, talk with him/her about what you are doing and

give choices where possible. This is particularly so if you are involved in any dressing or undressing of outer clothing, or where there is physical contact, lifting or assisting a child to carry out particular activities. Avoid taking on the responsibility for tasks for which you are not appropriately trained.

If any of the following occur you should report this immediately to another colleague and record the incident. You should also ensure the parents of the child are informed:

- If you accidentally hurt a delegate.
- If he/she seems distressed in any manner.
- If a delegate appears to be sexually aroused by your actions.
- If a delegate misunderstands or misinterprets something you have done.

### **Guidelines for Use of Photographic Filming Equipment at Training Events**

There is evidence that some people have used training events as an opportunity to take inappropriate photographs or footage of young and disabled people in vulnerable positions.

While there is no intention to prevent trainers from using video equipment as a legitimate training aid, parents/carers should be aware that this is part of the programme and care should be taken in the storing of such films.

## Annex C:

### The Standard

#### A set of Principles:

to which a Learning Practitioner commits and  
by which their competence and behaviours are measured  
in respect to Personal, Operational and Commercial undertakings.

#### 1. Personal Principle

The Personal Principle defines the ethos within which a professional Learning Practitioner conducts themselves and thereby influences all other aspects of their commercial and operational conduct.

- 1.1. The Learning Practitioner acts in a fitting manner in all aspects of personal, operational and commercial activities by:
  - 1.1.1. Confirming they have read the 'Commitment to Ethical Practice' and continuously adheres to it.
  - 1.1.2. Understanding and applying a code of behaviour that encourages respect.
  - 1.1.3. Developing and maintaining relationships.
  - 1.1.4. Communicating effectively with others.
  - 1.1.5. Actively reviewing and regulating their personal impact in relationships with others.
- 1.2. The Learning Practitioner demonstrates a generosity of spirit by:
  - 1.2.1. Promoting an ethos of innovation.
  - 1.2.2. Sharing of learning and knowledge with others.
- 1.3. The Learning Practitioner actively engages in continuing development by:
  - 1.3.1. Undertaking and refining an appropriate personal development planning process.
  - 1.3.2. Carrying out relevant activities to deliver the outcomes of the plan.
  - 1.3.3. Reviewing and evaluating the outcomes of the plan.

#### 2. Operational Principle

The Operational Principle underpins how a Learning Practitioner understands the requirement of their role within a learning activity. The Principle identifies how a Learning Practitioner may investigate, develop, conduct and evaluate the learning activity, and where appropriate to their role, support learners and clients along the way.

- 2.1. The Learning Practitioner is able to identify, prepare for, develop and maintain an environment conducive to learning by:
  - 2.1.1. Identifying an appropriate environment conducive to accessible and inclusive learning.
  - 2.1.2. Preparing, developing and maintaining a safe, inclusive and accessible environment conducive to learning.
- 2.2. The Learning Practitioner is able to identify, prepare for, design and develop a learning activity/event/process suitable to the needs of the client by:

- 2.2.1. Conducting appropriate and effective consultancy with the client to accurately identify the requirements of the client.
- 2.2.2. Drafting objectives and content that accurately reflect client needs and that can be evaluated to determine if the learning outcomes are being met.
- 2.2.3. Designing and structuring learning events which reflect good practice in how adults learn.
- 2.2.4. Selecting a variety of appropriate learning resources for use within a specific learning environment.
- 2.3. The Learning Practitioner is able to support the needs of all learners by:
  - 2.3.1. Supporting the transfer of learning.
  - 2.3.2. Helping individual and groups of learners to manage their own learning.
- 2.4. The Learning Practitioner is able to conduct an appropriate learning activity/event/process that is effective for all learners by:
  - 2.4.1. Facilitating the learning activity/event/process in an effective, safe and timely way using appropriate skills, transfer tools and methodologies.
  - 2.4.2. Conducting relevant exercises, activities and practice for learners.
- 2.5. The Learning Practitioner is able to plan for and advise on good practice in identifying learner progress by:
  - 2.5.1. Defining an appropriate mechanism within which learner progress will be monitored and recorded against defined objectives.
- 2.6. The Learning Practitioner is able to assess and report learner progress by:
  - 2.6.1. Accurately monitoring and recording learner progress in meeting defined objectives.
  - 2.6.2. Monitoring and recording learner participation and outcomes with appropriate feedback to client.

### **3. Commercial Principle**

The Commercial Principles re-enforce the concept that the Learning Practitioner is running a commercial entity under an appropriate model, subject to the needs and wants of their client group. This Principle helps to focus the Learning Practitioner on the administrative side of 'behind the scene' activities that when undertaken efficiently and effectively can increase the success of the Learning Practitioner's commercial entity.

- 3.1. The Learning Practitioner has identified, created and is running a sustainable commercial entity in the market place, by:
  - 3.1.1. Undertaking and refining an appropriate commercial (business) planning process.
  - 3.1.2. Setting up and maintaining a commercial entity.
  - 3.1.3. Setting up and maintaining a brand/commercial identity.
  - 3.1.4. Complying with legal frameworks.
  - 3.1.5. Undertaking and refining a marketing planning process.
  - 3.1.6. Marketing their commercial entity using a variety of appropriate channels and media.
  - 3.1.7. Specifying and monitoring criteria by which commercial success will be measured.
  - 3.1.8. Monitoring and managing the ongoing success of the commercial entity.
  - 3.1.9. Monitoring and continuously updating the assets of the commercial entity where appropriate to maintain and improve quality.

## **Company details:**

### **Postal Address;**

The Learning Practitioners' Association  
The Copse  
Carmarthen Road  
Newcastle Emlyn  
SA38 9DA

### **Registered Office Address;**

The Learning Practitioners' Association  
Limited  
23 College Street  
Lampeter  
SA48 7DY

### **Business Address;**

The Learning Practitioners' Association  
The Copse  
Carmarthen Road  
Newcastle Emlyn  
SA38 9DA

### **Telephone number;**

01239 711544

### **Facsimile;**

01239 711724

### **E-Mail Addresses;**

General Enquiries - info[at]learningpractitioners.org.uk

### **Company Registration no:**

6456450

### **VAT no:**

929023625